THE HON'BLE MS JUSTICE G.ROHINI

WRIT PETITION No.21004 of 2005

Dated: 28.10.2005

Between:

I.Satyanarayana S/O Bala Rangaiah,

Proprietor of Vijayalakshmi General Stores,

Yerragondapalem, Prakasam District.

..... PETITIONER

AND

The Project Director, District Women and
Child Development Agency, Eluru,
West Godavari District.

.....RESPONDENT

ORDER:

This writ petition is filed by the petitioner aggrieved by the action of the respondent in inviting fresh tenders under the impugned notification dated 10.11.2004, while the agreement in favour of the petitioner was subsisting.

This Court, while directing notice, granted interim stay of finalisation of the tender in pursuance of the impugned notification dated 10.11.2004.

Learned counsel for the petitioner across the bar states that in pursuance of the interim orders though the respondent continued the supplies till March 2004, thereafter the supplies were stopped. However, since the term of agreement has

already expired in June 2005, the learned Counsel states that nothing survives for adjudication on merits.

Learned counsel further submitted that since the period of contract has expired, the petitioner made a request for return of the earnest money deposit, but the same has not been considered by the respondent. Hence the learned counsel seeks a direction to the respondent to return the earnest money deposit to the petitioner.

Since no adjudication is necessary on merits, without expressing any opinion with regard to the rival claims, the writ petition is disposed of granting liberty to the petitioner to make appropriate application before the respondent seeking return of earnest money deposit said to have been retained by the respondent. If any such representation is made, the same shall be considered in accordance with law and appropriate orders be passed within a period of four weeks from the date of receipt of such application. No costs.

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28.10.2005

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